

CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES AND OTHER SERVICES

WORK AUTHORIZATION FORM

PURSUANT TO REQUEST FOR PROPOSAL

(RFP) # FY 2018-2019-012

1. The Firm receiving the Work Authorization will have five (5) business days to return the completed Work Authorization to the Project Manager via email.
2. The Work Authorization must include all costs for the Project utilizing a Fee Worksheet with hours and fees per Exhibit A - Hourly Billing Rates for Tasks Orders. The Cost Proposal must include a narrative schedule of deliverables and a summary of compensation which could be through an excel worksheet.
3. The costs for the Project must include all meetings and all costs required for the Project.

Task No.	Task Description
1.	Pre-Design: See Exhibit A - Scope of Services Proposal a. Kick-Off Meeting b. Geo-Technical Report c. Surveying
2.	Design: See Exhibit A - Scope of Services Proposal a. 30% Submittals b. 60% Submittals c. 90% Submittals d. Final (Signed and Sealed) e. Permitting f. Client Meetings Submittals are ONLY deemed accepted if approved in writing by the City.
3.	Post Design Services See Exhibit A - Scope of Services Proposal
4.	Bidding Services: See Exhibit A - Scope of Services Proposal a. Responding to Request for Information (RFI) during Bidding b. Attending Pre-Bid Meetings
5.	Engineering Services During Construction: See Exhibit A - Scope of Services Proposal a. Project Management b. Client Meetings c. Inspections d. Certifications <ul style="list-style-type: none"> i. Project Close Out ii. Release of Retainage iii. Review and Submittal of As-Built Drawings
6.	General Tasks See Exhibit A - Scope of Services Proposal
	TOTAL COSTS ITEMS 1 - 6 \$ \$ See Exhibit A - Scope of Services Proposal

Work Authorization
Under
Agreement between the City of Hallandale Beach and Hazen and Sawyer

For

RO Skid Construction Oversight Services

RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

This Work Authorization is issued pursuant to the Agreement between the City of Hallandale Beach ("City") and Hazen and Sawyer ("Consultant") for RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES (the "Agreement"), which was approved by the City Commission on August 5, 2020 via Resolution # 2020-054.

1. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization, attached hereto and incorporated herein. These services are authorized by Article 3 of the Agreement.

2. **Compensation and Method of Payment.**

2.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 10 of the Agreement and the agreed method of compensation is as follows (Check those boxes that apply. Amounts indicated herein should not include any sums set aside as contingency. Monies indicated as contingency in project budgets or estimates are subject to the change order authorization provisions of the Agreement):

☐ 2.1.1 **Maximum Amount Not-To-Exceed Compensation.** City shall pay Consultant for the performance of all services set forth in Exhibit A to this Work Authorization, pursuant to the terms of the Agreement, up to a maximum amount not-to-exceed of \$_____. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth herein for total compensation in the amount of or less than that stated above.

☒ 2.1.2 **Lump Sum Compensation.** City shall pay Consultant for the performance of all services provided pursuant to Exhibit A, as required under the terms of the Agreement, a total lump sum of **\$381,054.**

☐ 2.1.3 **Reimbursable Expenses.** City has established a maximum amount not-to-exceed of \$_____ for potential reimbursable expenses that may be utilized pursuant to Section 9.2 of the Agreement.

2.2 Payments for this Work Authorization shall be charged against: Budget account #490-3395W-565010-P2127.

3. Time for Performance.

3.1 Consultant shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A. The Project Manager shall issue to Consultant a written Notice to Proceed for said time periods to commence.

3.2 ☐ If this box is checked, liquidated damages shall be applicable. In the event Consultant fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth herein, Consultant shall pay to City the sum of \$ _____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service. These amounts are not penalties but are liquidated damages to City for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 3.7 of the Agreement.

4. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same and Hazen and Sawyer, signing by and through its _____ duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By: _____
City Manager

_____ Day of _____, 20____.

(CITY ATTORNEY SIGNATURE NOT REQUIRED UNDER \$25,000)

Approved as to legal sufficiency and form by
CITY ATTORNEY

City Attorney

_____ Day of _____, 20____.

[CONSULTANT EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. Hazen and Sawyer signing by and through its Vice President, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

ATTEST:

[Signature]
(Secretary)

Hazen and Sawyer.

By [Signature]
Janeen M Wietgreffe, PE, PMP
Vice PRESIDENT Hazen and Sawyer

(Corporate Seal) OR (NOTARY)

Robert B. Taylor, Jr., PE, Senior Vice President
(Type Name and Title Signed Above)

22nd Day of March, 2023

OR (ONLY If not incorporated sign below).

WITNESSES:

Patricia Carney
(PRINT NAME)

[Signature]
(PRESIDENT OR VICE-PRESIDENT)

ALFREDO JIMENEZ
(PRINT NAME)

[Signature]
(TYPE NAME & SIGNATURE)

STATE OF FLORIDA
COUNTY OF Broward

NOTARY SEAL



The foregoing instrument was acknowledged before me this 22nd day of March 2023, by

Robert B. Taylor, Jr., PE

Mary Perez
Signature of Notary

Mary Perez
Name of Notary Printed, or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

EXHIBIT A



Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N • Hollywood, FL 33021 • 954.987.0066

CITY OF HALLANDALE BEACH
FY 2018-2019-012 Continuing Professional Architectural and Engineering Services and Other Services

Discipline: Construction Project Management

HAZEN AND SAWYER
WORK AUTHORIZATION No. W2022-001

RO Skid Construction Oversight Services
Scope of Services: August 3, 2022

In accordance with Resolution No. 2020-054, RFP #FY 2018-2019-012 Continuing Professional Architectural and Engineering Services and Other Services, the following scope of services is provided by Hazen and Sawyer (CONSULTANT) as requested by the CITY.

BACKGROUND

The City of Hallandale Beach (CITY) owns, operates, and maintains the water treatment plant which services approximately 41,000 people within the CITY corporate limits. As part of a previous work authorization, the CITY designed, permitted, and bid a reverse osmosis (RO) skid within the membrane plant. This skid has been designed to provide redundancy in treatment, flexibility in treating future raw water supplies, including increasing salinity in City wells as well as Floridan Aquifer supplies. Initially, the new RO skid will treat Broward County Southern Regional Water, similar to the other two existing skids. In the future, this proposed RO skid can be used for treating other water supplies if needed. This work authorization includes construction oversight services and project closeout activities needed to support the installation and startup of this skid.

The CITY has requested Hazen and Sawyer (CONSULTANT) provide professional engineering services to provide construction oversight services and project closeout for the installation and startup of this new skid. The scope of services for this work is described below:

SCOPE OF SERVICES

Task 1: Services During Construction

The construction period for this project is assumed to be 480 calendar days for Substantial Completion and 510 calendar days for Final Completion. Engineering services provided by the CONSULTANT during the construction period shall include the following:

1.1 – Assistance to Contractor for Procuring Agency Permit and Approval

Environmental Review: CONSULTANT shall submit the contract documents to the Broward County Environmental Protection and Growth Management Department for review and approval prior to the Contractor submitting the plans to the CITY Building Department.

Building Department: CONSULTANT shall provide assistance to the Contractor for procuring the Building Department permit from the CITY. CONSULTANT shall participate in one meeting with the Building Department to resolve outstanding issues. CONSULTANT shall address comments from the Building Department and prepare drawing modifications in response to these comments if required.

1.2 – General Management

CONSULTANT shall provide services for general management during construction. Such management activities shall include project coordination and general correspondence with the CITY, permitting agencies and Contractor, coordinating and scheduling specialty inspections, and general correspondence with the CITY, construction contractor and subcontractors. CONSULTANT shall be responsible for requests for contract interpretations and clarifications required by the contractors or CITY which do not result in the submittal of formal Requests for Information.

A construction document website shall be maintained by the Engineer on Procore. The website shall be accessible to the CITY and the Contractor. Construction documentation, including shop drawings and meeting minutes, shall be maintained on the website.

1.3 – Meetings

- Preconstruction Conference: CONSULTANT will conduct a preconstruction conference attended by representatives of CITY, construction contractor, and permitting agencies as required. CONSULTANT will prepare the agenda and the meeting minutes.
- Progress Meetings: CONSULTANT shall participate in meetings with the CITY and Contractor to discuss the project progress. CONSULTANT shall chair the meetings and prepare and issue the agenda and meeting minutes. It is assumed that up to 30 progress meetings will be held during the course of construction.
- Pre-Pour Concrete Conference: CONSULTANT shall conduct a pre-pour concrete conference attended by the Contractor and representatives of the CITY. CONSULTANT shall provide the attendees with a summary of the meeting which will be distributed electronically.

All meeting documentation including agendas and minutes will be distributed electronically.

1.4 – Contract Interpretations and Clarifications

CONSULTANT shall issue as necessary technical interpretations and clarifications of the Contract Documents in a timely manner. CONSULTANT shall determine the acceptability of the construction contractor's work and make recommendations on the requests of the construction contractor and the CITY as to the acceptability of construction or interpretation of the technical requirements of the Contract Documents.

1.5 – Change Orders

CONSULTANT shall develop/issue requests for routing project cost and/or schedule changes from the CONTRACTOR. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by CITY after the project bid date. CONSULTANT shall negotiate with the Contractor the scope and cost of contract change orders. CONSULTANT shall prepare an analysis of the change request with a statement noting whether the requested cost impacts are fair and reasonable. CONSULTANT's analysis of the change request shall be forwarded to CITY for processing. It is noted that these services do not include claims analysis or litigation support.

The level of effort is based on five change orders.

1.6 – Submittals

CONSULTANT shall receive and review shop drawing and any other submittals which the construction contractor is required to submit. Review shall be completed within 21 working days of receipt of the submittal except for special items requiring longer review time if so noted in the Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Contract Documents. CONSULTANT shall determine the acceptability of materials and equipment proposed by the construction contractor. Submittals shall be returned to the contractor for distribution. Shop drawing logs, submittal history, review status and related information shall be tracked by CONSULTANT. CONSULTANT shall maintain a file of one copy of each shop drawing that shall be provided to CITY after substantial completion as a searchable PDF.

The level of effort is based on a total of 100 submittals.

1.7 – Pay Requests

CITY shall review and approve all applications for payment submitted by construction contractor.

1.8 – Periodic Site Observations

CONSULTANT shall conduct periodic on-site observations of construction in progress to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that the completed construction conforms with the Contract Documents. The CITY will provide an on-site inspector responsible for the day-to-day observation of the construction contractor's work and compliance with the contract requirements. Specific duties of CONSULTANT for this task include documenting project progress and departures from the Contract Documents, advise as requested with problems/concerns raised by CITY's on-site inspector, and observation of special testing such as pipeline pressure testing and bacteriological sampling. Compensation is based on up to 500 hours of service which includes office documentation services.

The CITY's on-site inspector shall perform the following duties:

- Conferences and Meetings: Attend meetings with construction contractor, such as progress meetings, job conferences and other project-related meetings.
- Liaison: Assist in CONSULTANT's communications with construction contractor, CITY, permitting agencies, residents, businesses and the public.
- Construction Observation: Conduct on-site observations of construction in progress (including field tests), to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform CONSULTANT and CITY and the construction contractor whenever onsite inspector believes that any construction is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Immediately inform the construction contractor upon the commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the Contract Documents.
- Observe Regulatory Agency Inspections: Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections in the daily reports which shall be recorded on standard forms.
- Daily Log: Keep daily logs recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, permitting agencies, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Daily logs shall be forwarded to CONSULTANT on a weekly basis.
- Coordination: Coordinate testing, oversee substantial and final completion inspections, coordinate delivery of spare parts and warranties, and maintain the punch list. Coordinate with CITY's testing laboratory to schedule laboratory tests as requested by the contractor and

required by the Contract Documents. Coordinate with the CITY and Contractor for necessary shutdowns and interruptions of CITY facilities.

- Photographic Record: Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital type taken to define the progress of the project and unusual or important construction events as deemed necessary.

1.9 – Startup Services

CONSULTANT shall monitor startup activities and shall participate during the plant startup phase of the project. Participation shall include, but not be limited to, signal loop testing including electrical and instrumentation terminations, instrument calibrations and VFD parameter verifications, coordination of new signals with existing SCADA system, process tuning during startup, and skid startup activities. The level of effort for this task is based on up to 120 hours of onsite participation.

1.10 – Specialty Discipline Site Reviews

CONSULTANT shall undertake periodic site reviews sufficient for all Engineers of Record to certify completion of the project for each discipline. The following estimated hours are assumed for specialty site reviews over the duration of the construction project:

- Structural 20 hours
- Mechanical 40 hours
- Electrical 40 hours
- Instrumentation 40 hours

1.11 – Witness Testing

CONSULTANT shall observe, record, and report appropriate details relative to factory testing required in the Contract Documents. Factory witness testing includes out of town testing of the membrane feed pump and local factory testing of the instrumentation and control system.

Task 2: Close-Out Services

2.1 – Project Closeouts/Certifications

Upon receiving notice from the Contractor advising CONSULTANT that the project is substantially complete, CONSULTANT, in conjunction with CITY staff, will schedule and conduct a review of the project, develop a list of items needing completion or correction, forward said list to the contractor and provide written recommendations to CITY concerning the acceptability of work done and the use of the project. Also, CONSULTANT shall perform final inspection in conjunction with CITY, and assist CITY in closing out the construction contract. These services shall include providing recommendations concerning acceptance of Project, and preparing necessary

documents such as lien waivers, Contractor's final affidavit, close-out change order, final payment application, and warranty letters from Contractor. CONSULTANT shall also assist in closing out the construction contract by certifying final construction to jurisdictional agencies.

2.2 – Record Drawings

CONSULTANT prepare and distribute to the CITY within thirty (30) days of the date of receipt of final marked-up, red-lined field drawings from the Construction Contractor and CITY, two sets of 22" x 34" prints of the record drawings. CONSULTANT shall also deliver the AutoCAD electronic version of the record drawings. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Construction Contractor and CITY to CONSULTANT with each pay application.

2.3 – Plant Operations and Maintenance Manual

CONSULTANT shall update the existing WTP Operations and Maintenance Manual to incorporate the new improvements. FDEP requires this manual to be in place prior to issuing clearance on Form 62-555.900(9). The update shall include general operational procedures and shall consolidate maintenance information, catalogs, and cut sheets for equipment. Updates shall be provided electronically in PDF format for CITY's use.

ASSUMPTIONS

The following assumptions were made in preparation of the above scope:

1. All permit and certification fees shall be paid by CITY.
2. CONSULTANT shall not be responsible for the acts or omissions of any construction contractor, any construction subcontractor, or any other person (except CONSULTANT's own employees, subconsultants or other agent) at the project site.
3. CONSULTANT shall not be responsible for contractor's means, methods, techniques, sequences or procedures of construction, or related safety precautions and programs.
4. CONSULTANT is not responsible for payment of any testing fees required by the contract documents.
5. CONSULTANT's scope of services does not include claims analysis or litigation support.
6. Working days are Monday through Friday, between the hours of 8AM and 5PM.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT.

SCHEDULE OF COMPLETION

The anticipated duration for the major work tasks is summarized in the table below.

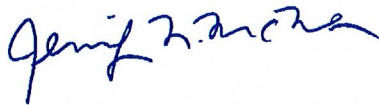
Task	Description	Approximate Duration (days)
1	Services during Construction	510
2	Close Out Services	90
	Total Calendar Days for Completion	600

COMPENSATION

Compensation shall be made to CONSULTANT for a total of \$381,054.

Task	Description	Fee By Task
1	Services During Construction	\$339,028
2	Close Out Services	\$41,526
	Reimbursables	\$500
	Total (lump sum)	\$381,054

AUTHORIZATION - Hazen and Sawyer



Accepted: Jennifer McMahon, P.E.
Associate Vice President

August 3, 2022

Date:

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